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**PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT**

November 26, 2024

VIA EMAIL

Edmond George, Esquire
Obermayer Rebmann Maxwell & Hippel LLP
Centre Square West,
1500 Market Street Suite 3400
Philadelphia, PA 19102-2101

RE: KIMO

Dear Ed:

This letter confirms the scope and terms of our retention by Obermayer Rebmann Maxwell & Hippel LLP (“Counsel”) on behalf of your client Kimo. (“Client”). The letter summarizes our understanding of the matter and identifies the services that Asterion, Inc. (“Asterion”) will provide in this matter.

UNDERSTANDING OF OUR ROLE

We understand that Client is currently under Chapter 5 of the United States Bankruptcy Code. You have requested our assistance to act as an Accountant/Financial Advisor in this matter.

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SCOPE OF THE ENGAGEMENT

The primary objective of our analysis will be to provide accounting and financial advisory services to the Client.

More specifically, our services are expected to include:

- Assist the Debtors in preparation of monthly operating reports, financial projections (including 13-week cash flows), liquidation analysis and other schedules in support of the Plan, and Disclosure Statement, as amended,
- Assist the Debtors in the negotiations with lenders, creditors and other parties-in-interest regarding the Plan, as requested,
- Assist with the analysis and reconciliation of claims against the Debtors, as requested,
- Provide testimony at any hearings that constitute part of the Chapter 5 process, including, without limitation, financial matters relating to the Plan, the feasibility of such Plan, the valuation of the entities, and interests retained under the Plan,
- Interact with other retained professionals and other parties-in-interest,
- Provide potential expert testimony, and
- Perform such other tasks as appropriate and as may be requested by the Debtors' management or the Debtors' counsel.

FEES

An important factor in selecting a consulting firm is the experience and qualifications of the individuals that will work on the engagement. Gregory Harris will manage this assignment and will be assisted by other Asterion professionals, in support roles, as needed.

Asterion's standard hourly rates are:

Principals and Managing Directors	\$300 - \$550/hour
Consultants	\$250 - \$345/hour
Associates and Staff	\$150 - \$245/hour

Time incurred will be billed at standard hourly rates. Mr. Harris' current hourly rate is \$395. Periodically, our standard hourly rates are adjusted to reflect the increased experience of our staff and changing market conditions. Reimbursable expenses including, but not limited to travel, express mail, research, outside copying, etc. are billed at actual costs. Our fees and expenses are

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not contingent upon the final results, nor do we guarantee any result or resolution in the above-captioned matter. We understand that if a bankruptcy is filed our retention and fees will be submitted to and approved by the Bankruptcy Court.

In the event that formal collection procedures are required, Client agrees to pay all expenses of collection and all attorney's fees and costs actually incurred by Asterion in connection with such collection, whether or not suit is filed thereon. Under no circumstances shall Counsel be responsible for paying for any such costs and fees incurred by Asterion. If litigation is required regarding collection of the account, we will be paid our standard hourly rates for all time expended by Asterion in connection with such action. Invoices for which payment is not received within thirty (30) days of invoice date shall accrue a late charge of 1.5 percent (or the highest rate allowable by law) compounded monthly. In addition, if an invoice is not paid on a timely basis, Asterion reserves the right to cease work until the matter is settled. If you request that we testify, we must be paid in full prior to such testimony for all work performed to date.

Any litigation arising out of this engagement, except for actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representation or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

INDEPENDENT AND OBJECTIVE RESULTS

The parties accept and understand that in performing services, Asterion will be objective and independent, and not an advocate for any predefined outcome. It is agreed that prior to submission of any statement describing the nature of any of Asterion's opinion in this matter, Asterion will be provided the opportunity to review such statement for accuracy.

The parties accept and acknowledge that Asterion has not made any warranties or guaranties of any nature with respect to the results, outcome or final developments in this matter or with respect to the results which the parties may experience as a result of the provision of Asterion's services.

OTHER MATTERS

We have undertaken a reasonable review of our records to determine our professional relationships with the persons or entities you identified. We are not aware of any conflicts of interest or relationships that would, in our sole discretion, preclude us from performing the above work for you and your client.

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Due to the adversarial nature of disputes, it is common that litigants challenge the bases, experience and credentials of opposition experts. Prior to the release of any reports or opinions to the opposition, and the rendering of any testimony, the parties will review the facts and circumstances surrounding the expert's work and opinions and agree that, in fact, Asterion was retained because of the experience and credentials of its professionals. Further, the parties will review and agree, prior to the release of any expert opinion and the rendering of any expert testimony, that the anticipated testimony has a basis in fact and such testimony is both relevant and reliable. You and your counsel retain sole responsibility for assessing other factors that may bear upon the question of admissibility. As such, should testimony be excluded as a result of a "Daubert" or similar challenge, expert's fees and expenses are still due and owing upon presentation of an invoice and you are not relieved of liability of such fees and expenses.

We will maintain the confidentiality and work product of all information provided to us during the course of this engagement. Also, we will abide by all court orders concerning confidentiality of information. Any written reports or other documents which we prepare are to be used only for the purpose stated herein and may not be published or used for any other purpose without our express, written consent.

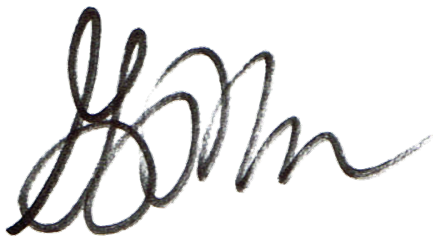
If the aforementioned is in accordance with your understanding, please sign and return this Engagement Agreement.

If you have any questions or would like clarification of any of the terms above, please don't hesitate to call me at (215) 893-9901.

We look forward to an opportunity to work with you.

Sincerely,

ASTERION, INC.

A handwritten signature in dark ink, appearing to be 'GH' followed by a stylized flourish.

Gregory Harris, MBA
Managing Director

AGREED TO AND ACCEPTED:

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By: _____

Print Name: _____

Date: _____

Client Acceptance

By signing below, I agree to be bound by the payment terms and conditions set forth in this Engagement Agreement.

AGREED TO AND ACCEPTED:

By: _____

Title: _____

Date: _____